

UTEX Communications Corp. d/b/a Feature Group LP  
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**UTEX COMMUNICATIONS CORP.**

**d/b/a**

**FeatureGroup**

**REGULATIONS AND SCHEDULE OF CHARGES FOR  
EXCHANGE AND INFORMATION ACCESS SERVICE**

**&**

**INTERNET GATEWAY INTERMEDIATION**

**POINT OF PRESENCE SERVICES**

**WITHIN THE UNITED STATES OF AMERICA**

**“IGI-POP”**

**SERVICES**

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CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

NONE

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## SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Changed regulation
- D - Discontinued rate or regulation
- I - Increase
- M - Matter relocated without change
- N - New rate or regulation
- R - Reduction
- S - Reissued matter
- T - Change in text, but no change in rate or regulation

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### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are added to the Tariff from time to time. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, page 14 4<sup>th</sup> revised cancels page 14 3<sup>rd</sup> revised.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.1
  - 2.1.1
  - 2.1.1 (A)
  - 2.1.1 (A).1
  - 2.1.1 (A).1.a
  - 2.1.1 (A).1.a.i
  - 2.1.1 (A).1.a.i(1)
- D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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1.0 APPLICATION OF TARIFF.	
<p>1.1 This Tariff contains regulations, rates and charges applicable to the provision of Carrier Common Line, Customer Access Line, Presubscribed Interexchange Carrier, Switched Access and Internet Gateway Intermediation – Point of Presence (“IGI-POP”) Services, and other miscellaneous services, hereinafter referred to collectively as Service(s), as defined herein, for connection to interstate communications facilities for customers within the operating areas of UTEX Communications Corporation (hereinafter collectively “The Company”).</p> <p>Carrier Common Line, Customer Access Line, Presubscribed Interexchange Carrier and Switched Access are Exchange Access services designed to support intraLATA toll and Interexchange Telephone Toll services provided by Local Exchange Carriers, IXC’s and CMRS carriers. For ease of reference, these are denominated as “Access” Service.</p> <p>IGI-POP is an information access service, designed to support the provision of Enhanced and/or Information services. For purposes of this Tariff, IGI-POP is not an “Access” Service.</p>	T
<p>1.2 Access Services constitute a separate offering from IGI-POP Service, with potentially different features, functions, prices, interfaces and applications. Carriers will subscribe to Access Services, while enhanced and or information service providers may subscribe to IGI-POP Service, or if they prefer, Access service. Unless the Customer expressly indicates a desire to subscribe to IGI-POP Service, Company will assume that any non-carrier Customer has ordered IGI-POP.</p>	T
<p>1.3 Services are provided by means of wire, fiber optics, radio or any other suitable technology or combination thereof.</p>	T
<p>1.4 Reserved for Future Use.</p>	T
<p>1.5 The provision of Services as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.</p>	T
2.0 REGULATIONS FOR ACCESS SERVICE AND IGI-POP SERVICE	
2.1 <u>Undertaking of the Company</u>	
<p>2.1.1 <u>Scope</u></p> <p>Access Service consists of access to the Public Switched Telephone Network operated by an exchange carrier or the Company’s network for the purpose of originating or terminating exchange. Telephone Toll and IntraLATA toll communications. Access service also includes</p>	

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certain ancillary or incidental services relating to signaling layer interaction between the Company and LECs, IXC and CMRS carriers without regard to the jurisdictional nature of the traffic exchanged at the bearer layer.

An LEC, IXC or CMRS Carrier that routes traffic to the Company's network for termination of exchange, intraLATA toll or interLATA toll traffic shall be deemed to have submitted, and the Company shall be deemed to have received, an Order at the time traffic is first routed to Company, unless the Company and the Carrier have previously expressly provided for alternative treatment. Carrier and Company will exchange all required information to measure traffic and invoice charges and credits.

An LEC, IXC or CMRS Carrier that routes traffic to or receives traffic from an "IGI POP" customer of Feature Group IP shall create an access charge to the other carrier only according to the terms of this agreement. This means that all non-toll traffic, which arises when either party asserts the ESP exemption, shall not create an access charge.

Also, consistent with the FCC's Regulatory Light Touch policy on Voice Over Internet Protocol, Feature Group IP will offer to all other regulated local exchange carriers and CMRS providers with which it exchanges traffic, a "No Compensation Due" arrangement for the mutual exchange of all traffic to and from new technology providers which include all IGI POP traffic.

Feature Group IP has such an agreement with SBC in Texas.

#### 2.1.2 Liability of the Company.

2.1.2(A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by act or omission, shall be limited to the extension of allowances for interruption as set forth following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.2(B) The Company shall not incur any liability with regard to delayed installation of Company facilities or commencement of Service. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair interruption or restoration of any service or facilities offered under this Tariff, and the Company's liability, if any, shall be limited as provided herein.

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2.1.2(C) The Customer shall not be liable for any delay or failure of performance or equipment due to cause beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction action, or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-ways or materials; or strikes, lockouts work stoppages, or other labor difficulties.

2.1.2(D) The Company shall not be liable for (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for the interconnection with Services; or (b) for the acts or omissions of other providers or warehouseurs of services or facilities.

2.1.2(E) The Company shall not be liable to the Customer, third parties or any Carrier with whom the Company exchanges traffic or signaling for any damages, losses or charges due to the fault or negligence of the Customer or Authorized Users or due to the failure or malfunctions of Customer- or Authorized User-provided equipment or facilities.

2.1.2(F) The Customer and each Authorized User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location, or use of any installation or equipment provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph F. as a condition precedent to such installation.

2.1.2(G) The Company shall not be liable for any defacement of or damage to Premises resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by the gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other providers shall be deemed to be agents or employees of the Company.

2.1.2(H) Notwithstanding the Customer's obligations as set forth below, the Company shall be identified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's or Authorized Users' use of services furnished under this Tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connection of the service offered by the Company with



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apparatus and systems of the Customer or others; all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

2.1.2(I) The Company shall be indemnified and held harmless by the Customer and its Authorized Users against any claim, loss or damage arising from the Customer's or Authorized Users' use of services offered under this Tariff including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's or Authorized Users' own communications; patent infringement claims arising from the combining or connecting the service offered by the Company with facilities or equipment furnished by the Customer or Authorized User or another provider; or all other claims arising out of any act or omission of the Customer, Authorized User or other provider in connection with any service provided pursuant to this Tariff.

2.1.2(J) The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.2(K) The Company makes no warranties or representations, express or implied, including warranties of merchant-ability or fitness for a particular use, except those expressly set forth herein.

2.1.2(L) The Company shall not be liable to the Customer, third parties or any Carrier with whom the Company exchanges traffic or signaling for any act or omission of any other company or companies furnishing a portion of the service, or for damages, losses or charges associated with service, channels, or equipment which result from the operation of systems, equipment, facilities or service which are interconnected with Company services.

2.1.2(M) The Company does not guarantee nor make any warranty with respect to service installation at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer and Authorized User shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other actions or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal presence, condition, locations or use of service furnished by the Company at such locations.

2.1.2(N) The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent

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or any Authorized User, to the Company's Network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the equipment and/or systems or those of its agent and/or Authorized User is properly interfaced with the Company's service, that the signals emitted into the Company's Network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth below, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer, its agent or any Authorized User fails to maintain and operate equipment and/or systems properly, with resulting imminent harm to Company equipment, personnel, or the quality of service of other customers or users, the Company, may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

2.1.2(O) The Company shall not be liable to any Customer, third party or Carrier with whom the Company exchanges traffic or signaling for any act or omission by its Customers, vendors or suppliers concerning the implementation of Number Portability or Presubscription, as defined herein.

2.1.2(P) With respect to Telecommunications Relay Service (TRS), any service provided by Company which involves receiving, translating, transmitting or delivering messages by telephone, text telephone, a telecommunications device for the deaf, or any other instrument over the facilities of Company or any connecting Carrier, Company's liability for the interruption or failure of the service shall not exceed an amount equal to the Company's charge for a one minute call to the called station at the time the affected calls were made.

#### 2.1.3. - 2.1.4. Reserved for Future Use

#### 2.1.5 Notification of Service-Affecting Activities

The Company will attempt to provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer or Authorized User but affect many Customers' or Authorized Users' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### 2.1.6 Provision of Equipment and Facilities

2.1.6(A) The Company shall use reasonable efforts to make available services to a

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Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.1.6(B) The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.1.6(C) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

2.1.6(D) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.6(E) The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to a Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer or any Authorized User.

2.1.6(F) The Company shall not be responsible for the installation, operation, or maintenance of any Customer or Authorized User provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Notwithstanding the above, the Company shall not be responsible to the Customer, third parties, or any Carrier with whom the Company exchanges traffic or signaling for:

2.1.6(F).1. the transmission of signals at the signaling or bearer layer by Customer- or Authorized User-provided equipment or for the quality of, or defect in, such transmission;

2.1.6(F).2. the reception of signals by Customer- or Authorized User-provided equipment; or

2.1.6(F).3. network control signaling or the lack thereof where signaling is performed by Customer- or Authorized User-provided network control signaling equipment.

2.1.6(G) The Company will work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or

man-made disasters which affect telecommunications services.

2.1.6(H) The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business.

## 2.2 Prohibited Use

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or Authorized User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions; and if the reseller intends to provide mixed interstate/intrastate telecommunications service, is certified or registered with the Federal Communications Commission and the proper state authority.

2.2.3 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

## 2.3 Obligations of the Customer

2.3.1 The Customer shall be responsible for:

2.3.1(A) the payment of all applicable charges pursuant to this Tariff;

2.3.1(B) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or Authorized User; or the noncompliance by the Customer or Authorized User with these regulations; or by fire or theft or other casualty on the Customer's or Authorized User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages to its facilities or equipment, cooperate with the Customer or in prosecuting a claim against the person causing such damage and the Customer shall be subrogated in the Company's right of recovery of damages to the extent of such payment;

2.3.1(C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the Customer's or Authorized User's Premises, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

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2.3.1(D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of facilities and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. above. Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this subsection prior to accepting an order for service;

2.3.1(E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

2.3.1(F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses, and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which Customer is responsible for obtaining as provided above; and granting or obtaining permission for Company agents or employees to enter the Premises at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and

2.3.1(G) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities.

#### 2.3.2 Claims

With respect to any service or facility provided by the Company; Customer and each Authorized User shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees for:

2.3.2(A) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to employees or invitees of the Company, the Customer or any Authorized User, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, invitees or Authorized Users;

2.3.2(B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third

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party, arising from any act or omission by the Customer or Authorized User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.3.2(C) any claim, loss, charges or damages related to a failure of Customers' equipment to perform such database inquiries and/or all necessary functions to ensure proper routing of traffic, including but not limited to local number portability.

### 2.3.3 Jurisdictional Reporting

There are no jurisdictional reporting requirements for IGI-POP Service since all traffic is considered to be interstate for the purpose of determining the regulatory jurisdiction.

The jurisdictional reporting requirements for Access Services will be as specified below. When a Customer orders Access Services, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

2.3.3(A) Originating Access: Originating access minutes may be based on traffic originating at the State, LATA or Local Switching Office level, provided that the traffic being measured is only traffic originating from or over Company provided facilities. The Customer must provide the Company with a projected PIU factor on a quarterly basis, as specified below. Originating access minutes will be measured as follows, based on type of access:

2.3.3(A)1. For Feature Group D Access Service(s), where the Company can determine jurisdiction by call detail, the projected Percent Interstate Usage (PIU) will be developed by the Company on a monthly basis by dividing the measured interstate originating access minutes by the total originating access minutes.

2.3.3(A)2. For 500, 700, 8XX, calling card and operator service Access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of originating access minutes.

2.3.3(A)3. If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of fifty (50) percent interstate traffic.

2.3.3(B) Terminating Access: For Feature Group D Access Service(s), the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of terminating access minutes on a quarterly basis, as described in paragraph D. following. If no projected PIU factor is submitted by the Customer, then the projected PIU developed for originating access in Section 2.3.3(A).. above, will be applied to

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the terminating access minutes.

2.3.3(C) Except where the Company measured access minutes are used as set forth above, the Customer reported Projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

2.3.3(D) Effective on the first of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than fifteen (15) days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use, based solely on the traffic originating or terminating over Company provided facilities. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. If the Customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

2.3.3(E) Jurisdictional Reports Verification:  
If a billing dispute arises or a regulatory commission questions the projected PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within thirty (30) days of the Company's request.

The Customer shall keep records of call detail from which the percentage of interstate and intrastate use can be ascertained and, upon request of the Company, shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

2.3.3(F) Terminating Traffic. Any exchange, intraLATA or interLATA traffic terminated over Company's network on behalf of an Exchange Carrier, IXC or CMRS Carrier that is subject to this Tariff shall be treated as Feature Group D traffic, unless the terms of an interconnection, traffic exchange or other written agreement expressly provide otherwise.

## 2.4 Customer Equipment and Channels

### 2.4.1 General

A Customer may transmit or receive information or signals via the facilities of the Company.

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#### 2.4.2 Station Equipment

2.4.2(A) The Customer and/or Customer's Authorized User is responsible for providing and maintaining any terminal equipment on the Customer Premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R. Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.

2.4.2(B) The Customer is responsible for ensuring that Customer- and/or Authorized User-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

#### 2.4.3 Interconnection of Facilities

2.4.3(A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.4.3(B) Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff.

#### 2.4.4 Inspections

2.4.4(A) Upon reasonable notification to the Customer, and at reasonable times, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.



2.4.4(B) If the protective requirements for Customer-or Authorized User-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm. The Company will, upon request twenty four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

## 2.5 Payment Arrangements

### 2.5.1 Payment for Service

The Customer is responsible for payment of all charges for services and facilities furnished by the Company to the Customer or its Authorized Users.

#### 2.5.1(A) Taxes

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision, sale or use of Services. All such taxes shall be separately designated on the Company's invoices. Any taxes, fees or surcharges imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

2.5.1.(A)1 For Access Service, if an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring or Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1.(A)2 For IGI-POP Service, if an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's Non-Recurring Charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

2.5.1(A)3. A surcharge is imposed on all charges for service(s) provided at addresses in any governmental, municipal or special taxing jurisdiction(s) which levy, or assert a claim of right to levy, a gross receipts tax on the Company's operations in any such governmental, municipal or special taxing jurisdiction(s), or a tax on interstate charges incurred by the Company for service to telephone exchanges in that governmental, municipal or special

taxing jurisdiction(s). This surcharge is based on the particular jurisdiction's receipts tax and other taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. Any such surcharge will be shown as a separate line item on the Customer's monthly invoice.

#### 2.5.2 Billing and Collection of Charges

The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this Tariff attributable to services established, provided, or discontinued during the preceding billing period.

The Customer will be assessed a charge of thirty-dollars (\$30.00) each time a check or moneys submitted as payment to the Company by the Customer is returned or not honored by a bank, depository or other financial institution.

2.5.2(A) The Company shall render bills monthly to the Customer.

2.5.2(B) The Company will render bills for non-usage sensitive Recurring Charges in advance of the month in which service is provided, and will render invoices for usage sensitive charges monthly to the Customer in arrears, subsequent to the usage. Non-Recurring Charges may on occasion be billed on the next monthly bill to the Customer after the charges are incurred. All charges billed to the Customer shall be due and payable within thirty (30) days after the bill date.

2.5.2(C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have thirty (30) days.

2.5.2(D) Rounding of Charges. When rates set forth in this tariff are shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded up to the nearest penny (i.e., rounded to two decimal places).

2.5.2(E) Billing of the Customer by the Company will begin on the Service Commencement Date, which is usually the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

2.5.2(F) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds that are not

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immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by the one and one-half percent (1.5%) late charge applied to the unpaid balance.

2.5.2(G) Amounts not paid within thirty (30) days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills within a specified number of days and make such payments in cash or the equivalent of cash. If a service is disconnected by the Company and later restored, restoration of service will be subject to all applicable installation charges.

2.5.2(H) The Customer shall have up to ninety (90) days (commencing five (5) days after remittance of the bill) to notify the Company of a dispute over charges or to receive credits.

2.5.2(H).1 Billing Disputes

In the event that a billing dispute occurs concerning any charges billed to Customer by Company the following regulations will apply.

2.5.2(H).1.a A good faith dispute requires Customer to provide a written claim to Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on Customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit Company to investigate the merits of the dispute.

2.5.2(H).1.b The date of the dispute shall be the date on which Customer furnishes Company the account information required by Section 2.5.2(H).1.a above.

2.5.2(H).1.c The date of resolution shall be the date on which Company completes its investigation of the dispute, notifies Customer in writing of the disposition and, if the billing dispute is resolved in favor of Customer, applies the credit for the amount of the dispute resolved in Customer's favor to Customer's bill.

2.5.2(H).1.d If the dispute is decided to be in favor of Company, then the resolution date will be the date upon which a written decision on this dispute is sent to Customer. Resolution is final when notice is provided to the Customer.

2.5.2(H).1.e Billing Disputes Resolved in Favor of Company

In the event that a billing dispute is resolved in favor of Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with 2.5.2(F) preceding and applied to such disputed charges. Such annual rate will be compounded daily and applied for each month or portion thereof that such charges were unpaid.

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2.5.2(I) Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved.

All Recurring and Non-Recurring Charges for Access Services provided by each Exchange Carrier are billed under each Company's applicable Tariffs. Under a Meet Point Billing arrangement, the Company will only bill for charges for Access traffic carried between the Company Meet Point and the calling or called party.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD). The Company will notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Access Service. Additionally, the Company shall provide this notice thirty (30) days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Access Services under this Tariff where more than one Exchange Carrier is involved in the provision of Access Services, as follows:

2.5.2(I)1. For FGD Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

2.5.2(I)2. Separate bills will be rendered by the Exchange Carrier for FGD access service.

2.5.2(I)3. Rating and Billing of Service: Each company will provide its portion of access service based on the regulations, rates and charges contained in its respective Access Service Tariff as appropriate:

2.5.2(I)4. The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved. When rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the called party's premises, and to traffic originating from a calling party's premises and routed to the Customer's Premises.

2.5.3 Deposits

2.5.3(A) Before the service or facility is furnished to a Customer whose credit has not been duly established under Company policies, the Company may require a Customer to

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make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:

2.5.3(A)1. an amount in excess of three (3) months of the estimated charge for the service for the ensuing twelve (12) months; or

2.5.3(A)2. one half (½) of the estimated charge for the minimum payment for a service or facility which has a minimum payment period of more than one (1) month; except that the deposit may include an additional amount in the event that a termination charge is applicable. In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

2.5.3(B) A deposit may be required in addition to an advance payment.

2.5.3(C) The Company shall pay interest on a deposit at a rate not to exceed six (6) percent. Interest on a deposit shall accrue annually and, if requested, shall be credited annually to the customer by deducting an amount equal to such interest due from the amount of the customer's bill for service following the accrual date.

2.5.3(D) The charges set forth in this Tariff for facility terminations contemplate installations made during regular business hours in normal locations and under normal working conditions. Any installations to be made under other circumstances are subject to additional charges.

2.5.3(E) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option return the deposit or credit the Customer's account.

#### 2.5.4 Refusal and Discontinuance of Service

2.5.4(A) Upon nonpayment of any amounts owing to the Company by a Customer, the Company may, by giving written notice five (5) days in advance to the Customer, discontinue or suspend service without incurring any liability.

2.5.4(B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving written notice thirty (30) days in advance to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

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2.5.4(C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.5.4(D) Upon any governmental prohibition, or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

2.5.4(E) Upon the Company's discontinuance of service to the Customer, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

2.5.4(F) When Access Service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a Customer for nonpayment. Where the Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Access Service, such other Company(s) will, if technically feasible, assist in denying the joint service to the Customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Company initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable Tariff provisions, the Tariff regulations of the company whose Local Serving Office serves the Customer shall apply for joint service discontinuance.

2.5.4(G) The Company may discontinue furnishing any and/or all services(s) to a Customer, without incurring any liability:

2.5.4(G)1. Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service, if:

2.5.4(G).1.a. The Customer refuses to furnish information acceptable to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);

2.5.4(G)1.b. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s):

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2.5.4(G).1.c. The Customer states that it will not comply with a request of the Company for security for the payment for service(s);

2.5.4(G).1.d. The Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other communications services to which the Customer either subscribes or had subscribed or used;

2.5.4(G).1.e. The Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or

2.5.4(G).1.f. The Customer uses, or attempts to use, service with the intent to void the payment, either in whole or in part, of the tariffed charges for the service by:

2.5.4(G).1.f.i Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff;

2.5.4(G).1.f.ii. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or

2.5.4(G).1.f.iii. Any other fraudulent means or devices.

2.5.4(G)2. Immediately upon written notice to the Customer of any sum thirty (30) days past due;

2.5.4(G)3. Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service; or

2.5.4(G)4. Seven (7) days after sending the Customer written notice of noncompliance with any provision of this Tariff if the noncompliance is not corrected within that seven (7) day period. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for services(s) furnished up to the time of discontinuance.

#### 2.5.5 Cancellation of Application for Service

2.5.5(A) In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.5.5(B) Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as may be specified in this Tariff.

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2.5.5(C) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the company that would have been chargeable to the Customer had service begun.

2.5.5(D) Special charges described in this Tariff will be calculated and applied on a case-by-case basis.

## 2.6 Allowances for Interruptions in Service

Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this Tariff by, the Customer or Authorized User or the operation or malfunction of the facilities, power, or equipment provided by the Customer or Authorized User, will be credited to the Customer for the part of the service that the interruption affects.

### 2.6.1 Credit for Interruptions

2.6.1(A) A credit allowance will be made at the request of the customer when an interruption occurs of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit, to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2.6.1(B) For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. No credit will be allowed for an interruption of a Dedicated Access facility for less than twenty four (24) hours. After the first twenty four (24) hour period, a credit equal to 1/30 of the Dedicated Access facility charges will be applied to each interruption which is in excess of twelve (12) hours and up to twenty four (24) hours.

### 2.6.2 Limitations on Allowances

2.6.2(A) No credit allowance will be made for:

2.6.2(A)1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, Authorized User, or other service provider connected to the service of Company:



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2.6.2(A)2. interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other service provider connected to the Company's facilities;

2.6.2(A)3. interruptions due to the failure or malfunction of non-Company equipment;

2.6.2(A)4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

2.6.2(A)5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

2.6.2(A)6. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; or

2.6.2(A)7. interruption of service due to circumstances or causes beyond the control of the Company.

#### 2.6.3 Use of Alternative Service Provided by the Company:

Should the Customer elect to use an alternative service provided by the Company, or another Provider, during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

#### 2.7 Cancellation of Service

2.7.1 If a Customer cancels services before the completion of the term for any reason whatsoever without notice and without the Company's concurrence or consent, the Customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and shall be payable within the period set forth above: all costs, fees, and expenses reasonably incurred in connection with 1) all Non-Recurring Charges reasonably expended by Company to establish service to Customer; plus 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus 3) all Recurring Charges specified in the applicable Tariff for the balance of the then current term.

#### 2.8 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent Company or affiliate of the Company (b) pursuant to any sale or